

REQUEST FOR QUOTATION						PAGE 1 OF 10 PAGES
(THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			
1. REQUEST NO. RFQ USA38-0010	2. DATE ISSUED 08/302006	3. REQUISITION/PURCHASE REQUEST NO. NA	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY U. S. Attorney's Office, District of MA; 1 Courthouse Way, Suite 9200; Boston, MA 02210			6. DELIVER BY (Date) see Paragraph 1.3 of attached Scope of Work (continuation of Block 11)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY			
NAME William Bertolino Contracting Officer		TELEPHONE NUMBER AREA CODE 617 NUMBER 748-3328		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) 9. DESTINATION United States Attorney, District of Massachusetts		
8. TO:			b. STREET ADDRESS 1 Courthouse Way, Suite 9200			
a. NAME			c. CITY Boston			
b. COMPANY			d. STATE MA			
c. STREET ADDRESS			e. ZIP CODE 02210			
d. CITY						
e. STATE						
f. ZIP CODE						
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) September 10, 2006 at 12:00PM EST			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	Purchase of 70 to 75 copy per minute copy machine	1	1			
0002	LTOP for 48 months	12 months	month			
0003	Self contained bate stamp solution	12 months	month			
0004	finisher with multi stapling feature	12 months	month			
0005	network ready	12 months	month			
0006	Trade in xerox DC440ST se # NG4-002473	1	1			
ALL QUOTES ARE FOR FIRM FIXED MONTHLY PRICES. All quotes must be GSA schedule. NO QUOTES WILL BE CONSIDERED AFTER DATE AND TIME LISTED IN BLOCK 10 OF THIS RFQ						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			c. TITLE (Type or print)		AREA CODE	
e. STATE					NUMBER	
f. ZIP CODE						

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STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

CONTINUATION OF BLOCK 11,
REQUEST FOR QUOTATION:

1.0 STATEMENT OF WORK

1.2 INTRODUCTION

The Department of Justice, United States Attorney's Office (USAO) located in Massachusetts is the principal litigator for the United States Government in the state. The USAO is responsible for the prosecution of criminal cases brought by the Federal Government, the prosecution and defense of civil cases in which the United States is a party and the collection of debts owed the Federal government which are administratively uncollectible.

1.3 SCOPE OF WORK

The U.S. Attorney's Office for the District of Massachusetts requires a copy machine with speeds of between 70 to 75 copies per minute. The copier must have the ability to apply standard Bates Stamping formats that are acceptable by the Federal court system. The copier must also be network ready and have a multi function self contained stapler as part of the finisher. RFQ must give trade in value for xerox DC440ST copier. The maintenance must be for supplies included (no paper) and give 40,000 copies per month in the maintenance with excess copy charges.

The Contractor shall provide professional maintenance services which vary in scope and complexity, but characteristically involve the routine on site maintenance based on calls issued by the U.S. Attorney's Office for service on the copier.

1.4 SPECIFIC TASK

The contractor will be required to present the copy machine ready for operation on or before September 18th 2006. Or 5 business days after award.

The Contractor shall provide 10 hour, 6 days a week client support for issues that may arise due to machine maintenance..

1.5 DELIVERABLES

1.5.1a) The Contractor shall provide a good reliable working copy machine.

1.5.1b) The Contractor shall provide invoicing monthly after services have been rendered .

1.5.1c) The contractor at no extra cost to the Government will supply equal alternative Equipment in the event of copy machine failure (Lemon).

1.6 GOVERNMENT FURNISHED PROPERTY

1.6.1a) none for this requirement.

1.7 KEY PERSONNEL

does not apply.

1.8 PLACE OF PERFORMANCE

The Contractor principal place of performance (One Courthouse Way Suite 9200 Boston , Massachusetts 02210 . The Contractor, as directed by the CO, may be required to provide services from other district branches or other directed locations.

1.9 CONTINGENCY WORK PLAN

In the event of mobilization, natural disaster, labor disputes or strikes, and counter-terrorism, where the USAO must react to such events without undue delay, the Contractor shall comply with the established USAO's contingency plans. Sudden or unusual events could result in a great impact upon the Contractor's work requirements. In the event such contingency, the contractor will follow the direction of the Contracting Officer to complete work requirements.

1.10 ACCIDENTS AND INJURIES WHILE ON DUTY

DOES NOT APPLY

1.11 PERIOD OF PERFORMANCE

Work to be performed under this contract will not exceed the award agreement of four years. The Contractor shall perform the stated requirements from 09/18/2006 through 9/18/2010.

1.12 ORDER ADMINISTRATION

The following will be the points of contact during the performance of this order:

1.14.1 CONTRACTING OFFICER IS:

WILLIAM BERTOLINO CONTRACTING OFFICER
U.S. ATTORNEY'S OFFICE, DISTRICT OF MA
1 COURTHOUSE WAY, SUITE 9200
BOSTON, MA 02210
617-748-3328

1.14.2 CONTRACTING OFFICER

MARY CONNORS CONTRACTING OFFICER
U.S. ATTORNEY'S OFFICE, DISTRICT OF MA
1 COURTHOUSE WAY, SUITE 9200
BOSTON, MA 02210
617-748-3324

1.14.3 The Contracting Officer CO 1.14.1 will have overall project management and oversight responsibilities and will coordinate the technical aspects of this order. The CO will inspect items/services furnished hereunder, including price.

1.14.4 All correspondence shall be prepared and addressed to the CO. All disputes between the contractor shall be directed to the Contracting Officer.

1.15 INVOICING AND PAYMENT

1.15.1 The Contractor shall submit all invoices in an original only to the CO at the address identified in section 1.14.1. All invoices shall include the following information:

- (1) Name and address of the Contractor
- (2) Invoice date
- (3) Order Number
- (4) Period Covered by the Invoice
- (5) Taxpayer Identification Number
- (6) DUNS Number

1.15.2 The CO will certify the satisfactory completion of all services billed. All follow-up invoices shall be marked Duplicate of Original. Contractor questions regarding payment information shall be directed to the CO.

1.01 CLAUSES

2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 98)

2.1.1 THIS ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAYBE ACCESSED ELECTRONICALLY AT THESE SITE ADDRESSES.

2.1.2 FEDERAL ACQUISITION REGULATION SITE: [HTTP://WWW.ARNET.GOV/](http://www.arnet.gov/)
[HTTP://FARSITE.HILL.AF.MIL/](http://farsite.hill.af.mil/))

2.1.3 FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. **The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.**

2.1.4 FAR 52.204-3 Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN).

2.1.5 FAR 52.204-6 Contractor Identification Number (OCT 03) - If known, please indicate your Contractor Identification Number (DUNS #)

2.1.6 FAR 52.217-3 Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.

2.1.7 FAR 52-217-5 Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.

2.1.8 FAR 52.219-1 Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold (\$2,500) and the contractor will perform the contract inside the United

States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.

The North America Industry Classification System (NAICS) code for this acquisition is 532420. The small business size standard is under \$23,000,000.

The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it:

is _____ or is not _____ a small business concern;
is _____ or is not _____ a small disadvantaged business concern;
is _____ or is not _____ a woman-owned small business concern;
is _____ or is not _____ a veteran-owned small business concern;
is _____ or is not _____ a service-disabled, veteran-owned small business concern;
is _____ or is not _____ a HUBZone small business concern.

2.1.9 FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

Listed End Product Listed Countries of Origin

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

2.1.10 52.225-2

Buy American Act Certificate (June 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

<i>Line Item No.</i>	<i>Country of Origin</i>
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

2.1.11 CONTRACTOR EMPLOYEE RESIDENCY REQUIREMENT

All contractor employees assigned to this contract and working within the United States shall meet the DOJ Residency Requirement. The Residency Requirement states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

2.1.12 Prohibition on use of Non-US Citizens

"The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, or commencing work there under, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described]"

FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. **The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.**

FAR 52.204-2 Security Requirements (AUG 96) - When the order requires access to classified documents.

FAR 52.204-7 Central Contractor Registration (OCT 03) - in all orders unless an exception applies as listed in FAR 4.1102(a).

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006) -

When performance requires contractor personnel to have access to Department of Justice facilities or information systems.

FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ _____ shall be charged per calendar day of delay.

FAR 52.213-2 Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.

FAR 52.213-3 Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.

FAR 52-213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (Feb 06) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.

FAR 52-217-6 Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within _____ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).

FAR 52.217-8 Option to Extend Services (NOV 99) - Exercise of the option shall be provided within _____ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Governments intention to exercise of the option shall be provided within _____ days of expiration of the current period. The Government shall exercise the option period in writing within _____ days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively).

FAR 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 06) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.

FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required:

TO BE COMPLETED BY VENDOR - Contractor has _____ has not _____ participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has _____ has not _____ filed all required compliance reports.

FAR 52.223-6 Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, **except** - actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application

would be inappropriate in connection with the law enforcement agency's undercover operations.

- FAR 52.232-18 Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
- FAR 52.232-23 Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.
- FAR 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 04)
- FAR 52.242-15 Stop Work Order (AUG 89)
- FAR 52.245-4 Government Furnished Property (Short Form) (JUN 03)
- FAR 52.246-1 Contractor Inspection (APR 84)
- FAR 52.247-29 F.o.b. Origin (*FEB 06*) - Applies when the delivery term is f.o.b. origin.
- FAR 52.247-34* F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination.
- FAR 52.247-35 F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.

***NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.**

FAR 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

NOTICE OF CONTRACTOR PERSONNEL SECURITY CLEARANCE REQUIREMENTS -

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security

clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

<http://www.opm.gov/employ/html/Citizen.htm>

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information systems or facilities, including subcontractor personnel, if applicable.

FAR 52.243-1 Changes-Fixed Price (AUG 87)

FAR 52.252-2 **Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.**

FAR 52.222-41 **Service Contract Act (July 05) - Applies to orders over \$2,500 to which the Service Contract Act applies.**

FAR 52.222-42 **Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable.**

FAR 52.222-43 **Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 89) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew.**

FAR 52.222-48 **Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 96) - Applies to any order calling for maintenance, calibration, and/or repair of information**

technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act.

Contractor complete - The offeror certifies ___ does not certify ___

FAR 52.222-50 Combating Trafficking in Persons (APR 06) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services).

FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.

FAR 52.224-1 Privacy Act Notification (APR 84) - Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.

FAR 52.224-2 Privacy Act (APR 84) - Required when FAR 52.224-1 is used.

FAR 52.227-14 Rights in Data-General (JUN 87) - Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order.

FAR 52.237-1 Site Visit (APR 84) - Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction.

FAR 52.237-2 Protection of Government Buildings (APR 84) - Applies when services are to be performed on Government installations, unless a construction contract is contemplated.

FAR 52.239-1 Privacy or Security Safeguards (AUG 96) - Applies to orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.

FAR 52.243-1 Changes-Fixed Price (AUG 87), Alternate I (APR 84).

*****END OF RFQ*****